

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 06-199**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**SECURITY GUARD SERVICES
FOR BENNETT MARTIN PUBLIC LIBRARY**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, June 28, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**SPECIFICATIONS
FOR
SECURITY GUARD SERVICES
FOR BENNETT MARTIN PUBLIC LIBRARY**

1 INTENT

- 1.1 The intent of this Request for Proposal is to select a firm to provide security and protection for the Bennett Martin Public Library, 136 South 14th Street, Lincoln, NE 68508.

2 TERM OF CONTRACT

- 2.1 This shall be a one year contract for the fiscal year 2006-07, (September 1, 2006 through August 31, 2007), *with the option to renew for two additional one year periods.*
- 2.2 The Library Board may terminate this contract as of August 31, of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year.
- 2.3 The Library Board will give the Contractor fifteen (15) days written notice of termination for lack of appropriated funds.

3 QUALIFICATIONS OF BIDDERS

- 3.1 The proposer, employees and/or subcontractors shall have a minimum of two (2) years experience in providing commercial security guard services.
- 3.2 Contractor shall furnish properly trained, uniformed guards to perform security services.
- 3.4 Each guard shall be subjected to a clearance and background check before being eligible to be employed under this contract.
- 3.5 The proposer shall submit with the bid proposal form a listing of the primary personnel who will be involved in the performance of the work covered under this agreement.
- 3.6 Contractor shall be responsible for the direct supervision of the guards through its guard force supervisor.

4 GENERAL REQUIREMENTS

- 4.1 A guard will be assigned during the following hours of duty:

Sunday	1:30 p.m. to 6:00 p.m.	4.5 hours
Monday	10:00 a.m. to 9:30 p.m.	11.5 hours
Tuesday	10:00 a.m. to 9:30 p.m.	11.5 hours
Wednesday	10:00 a.m. to 9:30 p.m.	11.5 hours
Thursday	10:00 a.m. to 9:30 p.m.	11.5 hours
Friday	10:00 a.m. to 6:30 p.m.	8.5 hours
Saturday	10:00 a.m. to 6:30 p.m.	<u>8.5 hours</u>
Total		67.5 hours/week

- 4.2 On Monday through Friday, the security guard will report to the Administration Division at 10:00 a.m.
- 4.2.1 On Saturday, the security guard will report to the Reference desk at 10:00 a.m.
- On Sunday, the security guard will report to the Reference desk at 1:30 p.m.
- 4.3 Guard service will not be required on City observed holidays (Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day) and on days Bennett Martin Public Library is closed to public service.
- 4.4 Guard service shall be provided for special events in any or all Library facilities on mutual agreement by the parties hereto.
- 4.5 Guards may be asked to attend the annual in-service training day on mutual agreement by the parties hereto.

- 4.6 Contractor shall provide for each guard all the uniform and equipment needed. 4.6.1 All guard force personnel shall wear this uniform and all authorized equipment while on duty.
 - 4.6.2 Uniform must be maintained in a clean, serviceable condition.
 - 4.6.3 No contract guard shall report to duty without wearing a complete uniform which meets the approved standards.
- 4.7 The guards will not be armed.
- 4.8 Security guard will be equipped with a cellular telephone for two-way communication and will respond immediately to an emergency call from a staff member.
 - 4.8.1 Costs of cellular telephone equipment and common carrier service will be covered by the Contractor.
 - 4.8.2 The cellular phone should be accessible by use of a single, seven digit phone number rather than a seven digit number followed by a separate access code.
 - 4.8.3 The cellular phone should be full duplex, i.e., capable of allowing two way conversation at the same time, in the standard telephone fashion, rather than half duplex, allowing only one party to speak at a time.
 - 4.8.4 The cellular phone must be usable from any location within Bennett Martin Public Library.
 - 4.8.5 Should the cellular phone become temporarily inoperable, the Contractor will be responsible for providing a back-up cellular phone, which meets the same specifications.
 - 4.8.6 The back-up cellular phone will be provided within four (4) hours from the time the service interruption is noted.
- 4.9 The Contractor's designated supervisor will make any necessary supervisory visits to the guards on duty to ensure that the Library receives guard service in compliance with this contact.
- 4.10 Contractor shall see that security services provided are performed in accordance with accepted security practices and standards.
 - 4.10.1 Contractor shall, upon the request of the Library, remove any of its employees from the library assignment who in the opinion of the Library and at the sole discretion of the Library are not satisfactory.
- 4.11 Extended social conversations with staff or other persons in the library are not permitted.
- 4.12 Security guard will not loiter in the library staff room.
- 4.13 Personal phone calls are not to be made or received using library phones except in an emergency.
- 4.14 Conducting personal business or personal reading while on duty is not permitted.
- 4.15 The duties require that a guard not leave their post until properly relieved.
- 4.16 During authorized relief periods, the guard on duty must remain in the building and be available by cell phone.
- 4.17 Reports written by the guard will be done in the designated area.
- 4.18 Security guard will perform additional future duties to which the Library and the Contractor agree in writing.

5

SECURITY GUARD DUTIES

- 5.1 Enforce library rules as determined by the Library Board.
 - 5.1.1 Such enforcement shall be carried out in a polite, but firm, manner.
 - 5.1.2 Security guards will interact with library customers and staff with courtesy and respect, remaining calm and professional.
 - 5.1.3 Security guard will immediately summon appropriate professional assistance, such as police or rescue service, in the event of an emergency or unusual occurrence, and will immediately notify the guard force supervisor and notify the library's designated representative.
- 5.2 Security guard will follow library policy regarding contacting police or other emergency services when such policy exists.
 - 5.2.1 Security guard will cooperate with police such as identifying and dealing with criminals who take refuge in the library.

- 5.2.2 Reports of such incidents will be reported in guard reports and other appropriate library forms.
- 5.2.3 When providing relevant information to staff about incidents in the library or of persons involved, the security guard will be factual, concise and speak at a level which does not disturb other staff or library customers.
- 5.3 After public service hours, the security guard will stay for the scheduled time after the building is closed.
 - 5.3.1 During this time period the security guard will make final rounds to insure that all unauthorized persons have been cleared from the premises.
 - 5.3.2 The security guard will also check the facility to insure that it is properly secured and that all lights are extinguished.
 - 5.3.3 The security guard will not log off library computer equipment.
 - 5.3.4 The security guard shall not turn in their keys and communication equipment until the end of the shift.
- 5.4 During public service hours, the security guard will check all areas of the building at staggered times but not less than twice per hour, and will be highly visible during each tour of duty.
 - 5.4.1 This patrol will always include the 3rd and 4th floors.
- 5.5 Security guard may answer directional questions as to the location of the rest rooms or the meeting rooms.
 - 5.5.1 Informational questions asked of the security guard will be referred to library staff.
- 5.6 Upon request or notification by library staff, guards will assist staff in locating parents of children left unattended in the library building.
- 5.7 Security guard will keep vestibule clear of loiterers.
- 5.8 Security guard will regularly check exterior of building for vandalism to the west and south and will regularly check north alley for people sleeping in the fire exit or dock area or vandalizing the fire exit or dock area.
- 5.9 Security guard will investigate any report of misconduct or need for assistance from a library customer, staff member or supervisor.
- 5.10 Security guard will maintain records and submit written reports covering any unusual incidents, security violations and guard shift activity at the end of each tour of duty.
 - 5.10.1 These reports will be submitted to the Library's designated representative
- 5.11 The security guard will unlock doors, open meeting rooms during public service hours 30 minutes prior to scheduled meetings, and lock doors according to instructions from the Library's designated representative.
- 5.12 Guards will be trained in the use of any equipment utilized to perform the duties before being assigned to the library.
- 5.13 Guards may be asked to demonstrate proper operation of this equipment.

6 **LIBRARY'S CONTACT**

- 6.1 The Library's designated representative will be the Library's agent with respect to the performance of this contact.
- 6.2 Security guard(s) newly assigned to Bennett Martin Public Library will be introduced to the Library's designated representative prior to commencement of security guard's shift and shall be properly trained by the day shift guard in advance of assuming duties, unless assignment is for emergency schedule coverage.
- 6.3 The Library's designated representative will meet with or communicate with the Contractor's designated supervisor on a quarterly basis to resolve any problems that might occur

7 **LIQUIDATED DAMAGES**

- 7.1 Failure to perform duties or failure to perform duties in a satisfactory manner will be promptly reported to the Contractor (fax, e-mail or by phone and followed up in writing).
- 7.2 Failure of a security guard to show at the scheduled time will result in a deduction of three (3) times the hourly rate for the number of hours of non-compliance.
- 7.3 Any disagreement over whether services were performed will be settled by the Contractor's designated representative and the Library's designated representative.

8 INSURANCE

8.1 The Contractor must furnish to the Library Board the insurance as outlined in the attached "Insurance Clause to be used for all City/Library Contracts". INSURANCE SHOULD NOT ACCOMPANY THE PROPOSAL

9 PROPOSAL PROCEDURE

9.1 Proposals shall be submitted on the Lincoln City Libraries Proposal Form which is included with the Specifications.

9.2 Proposals must be signed and dated by the contractor.

9.3 Proposals will not be considered unless the Proposal Form is complete.

9.3.1 PLEASE READ THE INSTRUCTION TO PROPOSERS CAREFULLY.

10 LIVING WAGE

10.1 The Contractor agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code.

10.2 This wage is subject to change up or down every July.

11 CONTRACT

11.1 Contract will be awarded to the successful firm in August 2006 at the time of approval of the Library's budget proposal by the Lincoln City Council.

11.2 Within ten (10) days after award of the contract, the successful firm must execute a written contract between the firm and the Lincoln City Libraries, which contract will incorporate the Library's Specifications.

11.2.1 Also within such time period, the Contractor must furnish the insurance as noted above.

12 BILLING AND PAYMENT

12.1 The Contractor will submit a monthly invoice equal to 1/12 of the annual contract amount prior to the last day of the month.

12.2 Payment will be made after Library Board approval of expenditures at the regularly scheduled monthly Library Board meeting.

12.3 Payment will not be made in advance.

COMPANY NAME_____

**PROPOSAL
SPECIFICATION NO. 06-199**

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, June 28, 2006
Security Guard Service at Bennett Martin Public Library

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

TOTAL ANNUAL PRICE:

Fiscal Year 2006-2007: _____

(Option Year/s)

Fiscal Year 2007-2008: _____

Fiscal Year 2008-2009: _____

BID SECURITY REQUIRED: Yes _____ Amount: _____
No XX

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm:
Through _____

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-199**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.